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11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA  
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14 MATTHEW SCOTT, an Individual by ) Case No. 16-03084-DSF-RAO  
15 and through his Guardian Ad Litem, )  
16 MARY RODGERS-VEY, et al., ) **STIPULATED PROTECTIVE**  
17 ) **ORDER**<sup>1</sup>  
18 Plaintiffs, )  
19 vs. ) Hon. Dale S. Fischer  
20 ) Action Filed: May 4, 2016  
21 CALIFORNIA FORENSIC MEDICAL ) Trial Date: October 8, 2019  
22 GROUP; et al. )  
23 Defendants. )  
24 )  
25 )  
26 )

23 **1. A. PURPOSES AND LIMITATIONS**

24 On March 8, 2018, this Court issued and filed its order in this action (ECF  
25 No. 168) directing the parties hereto to file this stipulated protective order for the  
26

27 <sup>1</sup> This Stipulated Protective Order is substantially based on the model protective  
28 order provided under Magistrate Judge Rozella A. Oliver's Procedures.

1 purpose of protecting confidential information under State and Federal law,  
2 including, but not limited to, HIPPA, Welfare & Institutions Code sections  
3 141000.2 and 5328 et seq., Civil Code sections 56 et seq., Confidentiality of  
4 Medical Information Act (CMIA) and Civil Code section 1798 et seq. Information  
5 Processes Act of 1977, which may be produced and/or disclosed in this action.

6       Discovery in this action is likely to involve production of confidential,  
7 proprietary and/or private information for which special protection from public  
8 disclosure and from use for any purpose other than prosecuting this litigation may  
9 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
10 enter the following Stipulated Protective Order, after due notice to members of the  
11 putative class and/or any non-parties whose confidential information may be the  
12 subject of discovery in this case (which notice shall be provided separate from this  
13 Stipulated Protective Order). If a member of the putative class and/or a non-party  
14 fail to seek a protective order or other relief from this Court within 14 days of  
15 receiving notice of information which is sought in discovery in this case, this Order  
16 and accompanying information, the Receiving Party (as hereinafter defined) may  
17 produce the putative class member's and/or non-party's confidential information  
18 that are responsive to written discovery requests or within the Receiving Party's  
19 voluntary disclosure obligations under the Federal Rules of Civil Procedure. If a  
20 putative class member and/or a non-party timely seeks a protective order or other  
21 appropriate relief, the Receiving Party shall not produce any information in its  
22 possession or control before a determination by the Court. Absent a Court order to  
23 the contrary, any objecting putative class member and/or non-party shall bear the  
24 burden and expense of seeking protection in this Court of its Protected Material (as  
25 hereinafter defined).  
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1 All documents and/or information subject to this Stipulated Protective Order  
2 shall be marked "CONFIDENTIAL AND SUBJECT TO PROTECTIVE  
3 ORDER." The intent of this agreement is to allow the disclosure of such  
4 information without redaction to the parties, and the information can only be  
5 disclosed to the parties, their representatives and agents, including experts and  
6 investigators. This information cannot be filed in Court except under seal, or if to  
7 be used at hearing, or trial, with the permission of the Court to unseal the  
8 information prior to filing or use at trial.  
9

10 The parties acknowledge that this Order does not confer blanket protections  
11 on all disclosures or responses to discovery and that the protection it affords from  
12 public disclosure and use extends only to the limited information or items that are  
13 entitled to confidential treatment under the applicable legal principles.

#### 14 **B. GOOD CAUSE STATEMENT**

15 This action is likely to involve the disclosure of confidential and private  
16 medical information of inmates and pre-trial detainees who have been found  
17 incompetent to stand trial in the County of Ventura. For these documents and  
18 materials, special protection from public disclosure and from use for any purpose  
19 other than the prosecution and defense of this action is warranted. Accordingly, to  
20 expedite the flow of information, to facilitate the prompt resolution of disputes  
21 over confidentiality of discovery materials, to adequately protect information the  
22 parties are entitled to keep confidential, to ensure that the parties are permitted  
23 reasonable necessary uses of such material in preparation for and in the conduct of  
24 trial, to address their handling at the end of the litigation, and serve the ends of  
25 justice, a protective order for such information is justified in this matter. It is the  
26 intent of the parties that information will not be designated as confidential for  
27 tactical reasons and that nothing be so designated without a good faith belief that it  
28

1 has been maintained in a confidential, non-public manner, and there is good cause  
2 why it should not be part of the public record of this case.

3 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING**  
4 **UNDER SEAL**

5 The parties further acknowledge, as set forth in Section 12.3, below, that this  
6 Stipulated Protective Order does not entitle them to file confidential information  
7 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed  
8 and the standards that will be applied when a party seeks permission from the  
9 Court to file material under seal. There is a strong presumption that the public has  
10 a right of access to judicial proceedings and records in civil cases. In connection  
11 with non-dispositive motions, good cause must be shown to support a filing under  
12 seal. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir.  
13 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002),  
14 *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even  
15 stipulated protective orders require good cause showing), and a specific showing of  
16 good cause or compelling reasons with proper evidentiary support and legal  
17 justification, must be made with respect to Protected Material that a party seeks to  
18 file under seal. The parties' mere designation of Disclosure or Discovery Material  
19 as CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER does not—  
20 without the submission of competent evidence by declaration, establishing that the  
21 material sought to be filed under seal qualifies as confidential, privileged, or  
22 otherwise protectable—constitute good cause.

23  
24 Further, if a party requests sealing related to a dispositive motion or trial,  
25 then compelling reasons, not only good cause, for the sealing must be shown, and  
26 the relief sought shall be narrowly tailored to serve the specific interest to be  
27 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.  
28

2010). For each item or type of information, document, or thing sought to be filed or introduced under seal in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration. Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

## **2. DEFINITIONS**

2.1 Action: this pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party who challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c). The CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER materials include but are not limited to documents, information and things concerning the medical, psychological, psychiatric and other confidential information of members of the putative class, and any other confidential or proprietary information of any party or non-party.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

1           2.5 Designating Party: a Party or Non-Party who designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER.”

4           2.6 Disclosure or Discovery Material: all items or information, regardless of  
5 the medium or manner in which it is generated, stored, or maintained (including,  
6 among other things, testimony, transcripts, and tangible things), that are produced  
7 or generated in disclosures or responses to discovery in this matter.

8           2.7 Expert: a person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve  
10 as an expert witness or as a consultant in this Action.

11           2.8 House Counsel: attorneys who are employees of a party to this Action.  
12 House Counsel does not include Outside Counsel of Record or any other outside  
13 counsel.

14           2.9 Non-Party: any natural person, partnership, corporation, association or  
15 other legal entity not named as a Party to this action, and not a member of the  
16 putative class as defined in Plaintiffs’ Fourth Amended Complaint.

17           2.10 Outside Counsel of Record: attorneys who are not employees of a  
18 party to this Action but are retained to represent or advise a party to this Action  
19 and have appeared in this Action on behalf of that party or are affiliated with a law  
20 firm that has appeared on behalf of that party, and includes support staff.

21           2.11 Party: any party to this Action, including all of its officers, directors,  
22 employees, consultants, retained experts, and Outside Counsel of Record (and their  
23 support staffs).

24           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
25 Discovery Material in this Action.  
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1           2.13 Professional Vendors: persons or entities that provide litigation support  
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           2.14 Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER”

7           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
8 Material from a Producing Party.  
9

### 10 **3. SCOPE**

11           The protections conferred by this Stipulation and Order cover not only  
12 Protected Material (as defined above), but also (1) any information copied or  
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
14 compilations of Protected Material; and (3) any testimony, conversations, or  
15 presentations by Parties or their Counsel that might reveal Protected Material. Any  
16 use of Protected Material at trial shall be governed by the orders of the Court. This  
17 Order does not govern the use of Protected Material at trial. If the parties use the  
18 materials in deposition the parties will not release the information outside the  
19 litigation, and the materials can only be used in motions, hearings and trial as  
20 governed by this protective order.

### 21 **4. DURATION**

22           Once a case proceeds to trial, information that was designated as  
23 CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER or maintained  
24 pursuant to this protective order used or introduced as an exhibit at trial becomes  
25 public and will be presumptively available to all members of the public, including  
26 the press, unless compelling reasons supported by specific factual findings to  
27 proceed otherwise are made to the trial judge in advance of the trial. *See*  
28

1 *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing  
2 documents produced in discovery from “compelling reasons” standard when  
3 merits-related documents are part of court record). Accordingly, the terms of this  
4 protective order do not extend beyond the commencement of the trial.

## 5 **5. DESIGNATING PROTECTED MATERIAL**

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
7 Each Party or Non-Party who designates information or items for protection under  
8 this Order must take care to limit any such designation to specific material that  
9 qualifies under the appropriate standards. The Designating Party must designate for  
10 protection only those parts of material, documents, items or oral or written  
11 communications that qualify so that other portions of the material, documents,  
12 items or communications for which protection is not warranted are not swept  
13 unjustifiably within the ambit of this Order. Mass, indiscriminate or routinized  
14 designations are prohibited. Designations that are shown to be clearly unjustified  
15 or that have been made for an improper purpose (e.g., to unnecessarily encumber  
16 the case development process or to impose unnecessary expenses and burdens on  
17 other parties) may expose the Designating Party to sanctions.

18 If it comes to a Designating Party’s attention that information or items that it  
19 designated for protection do not qualify for protection, that Designating Party must  
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.  
21

22 5.2 Manner and Timing of Designations. Except as otherwise provided in  
23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
25 under this Order must be clearly so designated before the material is disclosed or  
26 produced.  
27

28 Designation in conformity with this Order requires:



1 (a) for information in documentary form (e.g., paper or electronic  
2 documents, but excluding transcripts of depositions or other pretrial or trial  
3 proceedings), that the Producing Party affix at a minimum, the legend  
4 “CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER” (hereinafter  
5 “CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER legend”), to each  
6 page that contains protected material. If only a portion of the material on a page  
7 qualifies for protection, the Producing Party also must clearly identify the  
8 protected portion(s) (e.g., by making appropriate markings in the margins). A Party  
9 or Non-Party that makes original documents available for inspection need not  
10 designate them for protection until after the inspecting Party has indicated which  
11 documents it would like copied and produced. During the inspection and before the  
12 designation, all of the material made available for inspection shall be deemed  
13 “CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER.” After the  
14 inspecting Party has identified the documents it wants copied and produced, the  
15 Producing Party must determine which documents, or portions thereof, qualify for  
16 protection under this Order. Then, before producing the specified documents, the  
17 Producing Party must affix the “CONFIDENTIAL AND SUBJECT TO  
18 PROTECTIVE ORDER legend” to each page that contains Protected Material. If  
19 only a portion of the material on a page qualifies for protection, the Producing  
20 Party also must clearly identify the protected portion(s) (e.g., by making  
21 appropriate markings in the margins).  
22

23 (b) for testimony given in depositions that the Designating Party identifies  
24 the Disclosure or Discovery Material on the record, before the close of the  
25 deposition all protected testimony.  
26

27 (c) for information produced in some form other than documentary and for  
28 any other tangible items, that the Producing Party affix in a prominent place on

1 the exterior of the container or containers in which the information is stored the  
2 legend “CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER.” If only  
3 a portion or portions of the information warrants protection, the Producing Party,  
4 to the extent practicable, shall identify the protected portion(s).

5         5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
6 failure to designate qualified information or items does not, standing alone, waive  
7 the Designating Party’s right to secure protection under this Order for such  
8 material. Upon timely correction of a designation, the Receiving Party must make  
9 reasonable efforts to assure that the material is treated in accordance with the  
10 provisions of this Order.  
11

## 12 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13         6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
14 designation of confidentiality at any time that is consistent with the Court’s  
15 Scheduling Order.

16         6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
17 resolution process under Local Rule 37.1 et seq.

18         6.3 The burden of persuasion in any such challenge proceeding shall be on  
19 the Designating Party. Frivolous challenges, and those made for an improper  
20 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
21 parties) may expose the Challenging Party to sanctions. Unless the Designating  
22 Party has waived or withdrawn the confidentiality designation, all parties shall  
23 continue to afford the material in question the level of protection to which it is  
24 entitled under the Producing Party’s designation until the Court rules on the  
25 challenge.  
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1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under  
6 the conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 13 below (FINAL  
8 DISPOSITION). Protected Material must be stored and maintained by a Receiving  
9 Party at a location and in a secure manner that ensures that access is limited to the  
10 persons authorized under this Order.  
11

12 7.2 Disclosure of “CONFIDENTIAL AND SUBJECT TO PROTECTIVE  
13 ORDER” Information or Items. Unless otherwise ordered by the Court or  
14 permitted in writing by the Designating Party, a Receiving Party may disclose any  
15 information or item designated “CONFIDENTIAL AND SUBJECT TO  
16 PROTECTIVE ORDER” only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
18 as employees of said Outside Counsel of Record to whom it is reasonably  
19 necessary to disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel) of the  
21 Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts, Investigators, Of Counsel and Third Party Attorneys contracted  
23 by the receiving attorneys, and consultants of the Receiving Party to whom  
24 disclosure is reasonably necessary for this Action and who have signed the  
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (d) the Court and its personnel;

27 (e) Court reporters and their staff;  
28

1 (f) professional jury or trial consultants, mock jurors, and Professional  
2 Vendors to whom disclosure is reasonably necessary for this Action and who have  
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
8 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
9 they will not be permitted to keep any confidential information unless they sign the  
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
11 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
12 deposition testimony or exhibits to depositions that reveal Protected Material may  
13 be separately bound by the Court reporter and may not be disclosed to anyone  
14 except as permitted under this Stipulated Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel,  
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17  
18 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
19 **PRODUCED IN OTHER LITIGATION**

20 If a Party is served with a subpoena or a Court order issued in other litigation  
21 that compels disclosure of any information or items designated in this Action as  
22 “CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER,” that Party  
23 must:

24 (a) promptly notify in writing the Designating Party. Such notification shall  
25 include a copy of the subpoena or Court order;

26 (b) promptly notify in writing the party who caused the subpoena or order to  
27 issue in the other litigation that some or all of the material covered by the subpoena  
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1 or order is subject to this Protective Order. Such notification shall include a copy  
2 of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued  
4 by the Designating Party whose Protected Material may be affected. If the  
5 Designating Party timely seeks a protective order, the Party served with the  
6 subpoena or Court order shall not produce any information designated in this  
7 action as “CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER” before  
8 a determination by the Court from which the subpoena or order issued, unless the  
9 Party has obtained the Designating Party’s permission. The Designating Party shall  
10 bear the burden and expense of seeking protection in that court of its confidential  
11 material and nothing in these provisions should be construed as authorizing or  
12 encouraging a Receiving Party in this Action to disobey a lawful directive from  
13 another court.  
14

15 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
16 **PRODUCED IN THIS LITIGATION**

17 (a) The terms of this Order are applicable to information produced by a  
18 Non-Party in this Action and designated as “CONFIDENTIAL AND SUBJECT  
19 TO PROTECTIVE ORDER.” Such information produced by Non-Parties in  
20 connection with this litigation is protected by the remedies and relief provided by  
21 this Order. Nothing in these provisions shall be construed as prohibiting a Non  
22 Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery request, to  
24 produce a Non-Party’s confidential information in its possession then the Party  
25 shall:  
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28

1 (1) promptly notify in writing the Requesting Party and the Non-  
2 Party that some or all of the information requested is subject to a claim of  
3 confidentiality by the Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
6 specific description of the information requested; and

7 (3) make the information requested available for inspection by the  
8 Non-Party, if requested.

9  
10 (c) If the Non-Party fails to seek a protective order from this Court within  
11 14 days of receiving the notice and accompanying information, the Receiving  
12 Party may produce the Non-Party's confidential information responsive to the  
13 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
14 Party shall not produce any information in its possession or control that is subject  
15 to the confidentiality agreement with the Non-Party before a determination by the  
16 Court. Absent a Court order to the contrary, the Non-Party shall bear the burden  
17 and expense of seeking protection in this Court of its Protected Material.

## 18 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Receiving Party learns that, by inadvertence or otherwise, it has  
20 disclosed Protected Material to any person or in any circumstance not authorized  
21 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
22 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
23 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
24 the person or persons to whom unauthorized disclosures were made of all the terms  
25 of this Order, and (d) request such person or persons to execute the  
26 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
27 A.  
28

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
2 **OTHERWISE PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other  
5 protection, the obligations of the Receiving Parties are those set forth in Federal  
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
7 whatever procedure may be established in an e-discovery order that provides for  
8 production without prior privilege review. Pursuant to Federal Rule of Evidence  
9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
10 of a communication or information covered by the attorney-client privilege or  
11 work product protection, the parties may incorporate their agreement in the  
12 stipulated protective order submitted to the Court.  
13

14 **12. MISCELLANEOUS**

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
18 Protective Order, no Party waives any right it otherwise would have to object to  
19 disclosing or producing any information or item on any ground not addressed in  
20 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
21 any ground to use in evidence of any of the material covered by this Protective  
22 Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Local Civil Rule 79-5 or the procedures for  
25 lodging documents, as set forth herein and Local Civil Rules 5-4 and 11-4.  
26 Protected Material may only be filed under seal pursuant to a Court order  
27 authorizing the sealing of the specific Protected Material at issue. If a Party's  
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request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court. A Party may lodge confidential documents, information or things subject to this Stipulated Protective Order instead of electronically filing, as an exception under Local Civil Rule 5-4.2(b)(4), and the lodging Party shall first file electronically a Notice of Manual Filing or Lodging describing the document or exhibit being filed or lodged in paper format, and present a copy of the Notice of Manual Filing or Lodging together with its NEF (see Local Civil Rule 5-3.2.1), with the document to be filed or lodged. The lodging Party shall ensure the lodged documents are identified pursuant to the procedures set forth in Section 5 in this Stipulated Protective Order and also provide the Court a pre-paid, return envelope with the lodging Party's address to whom the Court shall return the lodged documents.

### **13. FINAL DISPOSITION**

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel



are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

#### 14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: March 13, 2018

THE LAW OFFICES OF BRIAN A. VOGEL, PC

By /s/ Brian A. Vogel  
Brian A. Vogel  
*Attorney for Plaintiffs*

Dated: March 13, 2018

BERTLING & CLAUSEN, L.L.P.

By /s/ Jemma Parker Saunders  
Jemma Parker Saunders  
*Attorneys for Defendants*  
*CFMG, Taylor Fithian, M.D.*  
*Paul Adler, M.D.,*  
*Ronald Pollack, M.D.*

Dated: March 13, 2018

SELTZER CAPLAN MCMAHON  
VITEK

By /s/ Neal Panish  
Neal Panish  
*Attorneys for Defendant*  
*MHM Services of California, Inc.;*  
*Marcus Lopez*

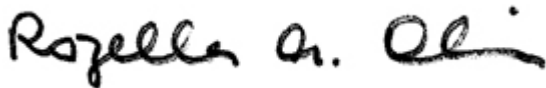
1 Dated: March 13, 2018

ATTORNEY GENERAL OF CALIFORNIA

2  
3 By /s/ Jonathan E. Rich  
Jonathan E. Rich  
4 Deputy Attorney General  
Attorneys for Defendants Pam  
5 Ahlin, Director of the California  
Department of State Hospitals;  
6 and Harry Oreol, Director of  
Patton State Hospital  
7

8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

9  
10 DATED: March 14, 2018

11 

12 \_\_\_\_\_  
HONORABLE ROZELLA A. OLIVER  
13 United States Magistrate Judge  
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**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on [date] in the case of \_\_\_\_\_ **[insert formal name of the case and the  
number and initials assigned to it by the court]**. I agree to comply with and to be  
bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in  
any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this  
Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_